

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Levick Strategic Communications, LP

2. Registration Number

6642

3. Primary Address of Registrant1900 M Street NW, 4th Floor
Washington, DC 20036**4. Name of Foreign Principal**Ad Hoc Board of Petroleos de Venezuela, S.A.
("PDVSA") through Citgo Petroleum Corporation**5. Address of Foreign Principal**N/A
N/A
VENEZUELA**6. Country/Region Represented**

Venezuela

7. Indicate whether the foreign principal is one of the following:☐ Government of a foreign country¹☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☒ Other (*specify*) See Appendix for Response.☐ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

The Foreign Principal is the Ad Hoc Board of Petroleos de Venezuela, S.A ("PDVSA"), which indirectly owns Citgo Petroleum Corporation. The Registrant contracted solely with Citgo Petroleum Corporation, however, it understands that PDVSA's indirect ownership of Citgo Petroleum Corporation may, in itself, render Citgo Petroleum Corporation an agent of the Ad Hoc Board of PDVSA under the Department of Justice's interpretation of the Foreign Agents Registration Act.

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>





11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
May 21, 2021	Lisa Santopietro	 /s/ Lisa Santopietro eSigned
		
		
		

Levick Strategic Communications, LP (Registrant No. 6642)

Appendix Responses to Items 7 & 11

Response to Item 7:

Item 7: Indicate whether the foreign principal is one of the following: Other (specify).

Board of Directors of state-owned corporation.

Response to Item 11:

Item 11: Explain fully all items answered "Yes" in Item 10(b).

Item 10(b)(1): PDVSA is a Venezuelan state-owned oil and natural gas company. PDVSA is wholly owned by the Government of Venezuela. Registrant's agreement is with Citgo Petroleum Corporation, a Delaware Corporation, which is wholly owned by Citgo Holding, Inc, which is wholly owned by PDV Holding, Inc., both Delaware corporations. In turn, PDV Holding, Inc. is wholly owned by PDVSA, which is controlled by the Ad Hoc Board, the foreign principal.

Item 10(b)(2): PDVSA is a Venezuelan state-owned oil and natural gas company. PDVSA is wholly owned by the Government of Venezuela. Registrant's agreement is with Citgo Petroleum Corporation, a Delaware Corporation, which is wholly owned by Citgo Holding, Inc, which is wholly owned by PDV Holding, Inc., both Delaware corporations. In turn, PDV Holding, Inc. is wholly owned by PDVSA, the foreign principal.

Item 10(b)(3): PDVSA is a Venezuelan state-owned oil and natural gas company. PDVSA is wholly owned by the Government of Venezuela. Registrant's agreement is with Citgo Petroleum Corporation, a Delaware Corporation, which is wholly owned by Citgo Holding, Inc, which is wholly owned by PDV Holding, Inc., both Delaware corporations. In turn, PDV Holding, Inc. is wholly owned by PDVSA, which is controlled by the Ad Hoc Board, the foreign principal.

Item 10(b)(4): PDVSA is a Venezuelan state-owned oil and natural gas company. PDVSA is wholly owned by the Government of Venezuela. Registrant's agreement is with Citgo Petroleum Corporation, a Delaware Corporation, which is wholly owned by Citgo Holding, Inc, which is wholly owned by PDV Holding, Inc., both Delaware corporations. In turn, PDV Holding, Inc. is wholly owned by PDVSA, which is controlled by the Ad Hoc Board, the foreign principal.

Item 10(b)(5): Registrant does not know if the Ad Hoc Board of PDVSA is financed by a foreign government, foreign political, party, or other foreign principal.

Item 10(b)(6): Registrant does not know if the Ad Hoc Board of PDVSA is subsidized by a foreign government, foreign political, party, or other foreign principal.

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Levick Strategic Communications, LP

2. Registration Number

6642

3. Name of Foreign Principal

Ad Hoc Board of Petroleos de Venezuela, S.A. ("PDVSA") through Citgo Petroleum Corporation

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 02/18/2019
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see attached contract. Registrant was engaged by Citgo Petroleum Corporation for public relations and crisis communications, counsel, support, and related services. Registrant's engagement terminated on October 14, 2019.

The Registrant contracted solely with Citgo Petroleum Corporation, and a majority of the services the Registrant provided were for purely commercial purposes. A small portion of these services related to the Ad Hoc Board of PDVSA, whose indirect ownership of Citgo Petroleum Corporation may, in itself, render Citgo Petroleum Corporation an agent of the Ad Hoc Board of PDVSA under the Department of Justice's interpretation of the Foreign Agents Registration Act. Out of an abundance of caution, the Registrant is disclosing all activity during the covered period, though only some of the activity constituted registrable activity.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant was engaged by Citgo Petroleum Corporation for public relations and crisis communications, counsel, support, and related services. Registrant's engagement terminated on October 14, 2019.

The Registrant contracted solely with Citgo Petroleum Corporation, and a majority of the services the Registrant provided were for purely commercial purposes. A small portion of these services related to the Ad Hoc Board of PDVSA, whose indirect ownership of Citgo Petroleum Corporation may, in itself, render Citgo Petroleum Corporation an agent of the Ad Hoc Board of PDVSA under the Department of Justice's interpretation of the Foreign Agents Registration Act. Out of an abundance of caution, the Registrant is disclosing all activity during the covered period, though only some of the activity constituted registrable activity.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Please see Appendix.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Please see Appendix.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
See Attachment			
1.			

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
See Attachment 2.			

\$1,120,060.53

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
See Attachment 3.			

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
May 21, 2021	Lisa Santopietro	<div>Sign</div> /s/ Lisa Santopietro eSigned
		<div>Sign</div>
		<div>Sign</div>
		<div>Sign</div>

Levick Strategic Communications, LP (Registrant No. 6642)

Appendix Responses to Items 10 & 11

Response to Item 10:

Item 10: If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Registrant was engaged by Citgo Petroleum Corporation for public relations and crisis communications, counsel, support, and related services. Registrant's engagement terminated on October 14, 2019.

The Registrant contracted solely with Citgo Petroleum Corporation, and a majority of the services the Registrant provided were for purely commercial purposes. A small portion of these services related to the Ad Hoc Board of PDVSA, whose indirect ownership of Citgo Petroleum Corporation may, in itself, render Citgo Petroleum Corporation an agent of the Ad Hoc Board of PDVSA under the Department of Justice's interpretation of the Foreign Agents Registration Act. Out of an abundance of caution, the Registrant is disclosing all activity during the covered period, though only some of the activity constituted registrable activity.

Response to Item 11:

Item 11: If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Registrant was engaged by Citgo Petroleum Corporation for public relations and crisis communications, counsel, support, and related services. Registrant's engagement terminated on October 14, 2019.

The Registrant contracted solely with Citgo Petroleum Corporation, and a majority of the services the Registrant provided were for purely commercial purposes. A small portion of these services related to the Ad Hoc Board of PDVSA, whose indirect ownership of Citgo Petroleum Corporation may, in itself, render Citgo Petroleum Corporation an agent of the Ad Hoc Board of PDVSA under the Department of Justice's interpretation of the Foreign Agents Registration Act. Out of an abundance of caution, the Registrant is disclosing all activity during the covered period, though only some of the activity constituted registrable activity.

SERVICE CONTRACT AGREEMENT

1. THIS SERVICE CONTRACT AGREEMENT ("Agreement" and "Contract") IS HEREBY MADE BY AND BETWEEN:

CITGO Petroleum Corporation
1293 Eldridge Parkway
Houston, TX, 77077

Hereinafter call the "Company" and

Levick Strategic Communications
1900 M Street, NW
Washington, DC 20036

Hereinafter called the "Contractor."

The Company and Contractor may be referred to jointly as "Parties" or individually as a "Party."

2. SCOPE OF WORK ("Work"):

In accordance with and subject to the terms set forth in Exhibit D, Contractor shall provide all labor, supervision, equipment, materials and services (except for those items to be furnished by Company), consumable supplies, safety equipment, personnel protection, transportation, and all other items of expense required to perform the services customarily performed by a public relations agency at the corporate headquarters, refineries, terminals or any offsite location where a PR event is being held as more fully described in Exhibit D – Detailed Scope of Work (hereinafter "Work"). Contractor will perform the Work as an independent contractor.

The work will include all quality assurance required by good public relations industry practice to ensure that the Work complies with the terms and conditions of all the Contract Documents, unless more stringent quality assurance is required elsewhere in this Contract or by other industry standards.

This Agreement is not a guarantee of a purchase of a certain quantity of Work or goods nor does it restrict Company to use Contractor solely for this type of Work or goods.

3. RELEASE OF WORK:

Work under the Agreement will be "authorized" through issuance of a Purchase Order (hereinafter "Purchase Order" and "PO") authorizing the Work to be completed and the expected time to complete such Work. Each such PO shall be issued by the CITGO Procurement Representative listed below or another member of the CITGO Procurement organization. There may be multiple POs under this Agreement and each such PO shall be an independent and separate agreement governed by the Contract Documents as set forth therein. Contractor will not begin any Work, including ordering of materials, until a PO has been issued by the CITGO Procurement Representative.

4. CHANGE ORDERS:

In the event the Parties agree to make any subsequent amendments or modifications to the Agreement and any related Purchase Orders, they shall use the attached Change Order form in Exhibit G and the Change Order procedure as set forth in the Contract Documents. During the term of this Agreement, Company and Contractor may agree to additional work, rate modifications, scope modifications or other such changes under these Contract Documents by executing a Change Order (hereinafter "Change Order" and "CO"). All terms and conditions in the Contract Documents shall apply to each CO as set forth therein. Each CO shall amend the PO and/or this Agreement as specified and all other terms and requirements of the original PO or this Agreement shall remain in full force and effect. The terms of the CO shall supersede and replace the terms of the PO or this Agreement to the extent they are inconsistent.

5. TERM

The term of this Agreement shall be from 01/01/2018 (the "Effective Date") and terminating on 12/31/2022 unless terminated in accordance with the terms and conditions specified within the Contract Documents.

If applicable, the term of each PO will run as specified therein or, if the term is not specified, from the PO date until the assigned Scope of Work has been completed in accordance with the specifications in Exhibit D. The terms and conditions contained herein and in the Contract Document shall survive any expiration or termination of this Agreement and continue to apply to any POs released under this Agreement that expire or terminate after the term of this Agreement.

6. TERMINATION

This agreement may be terminated by Company with not less than 60 days written notice to Contractor. As more clearly set forth in the Contract Documents, Company may in its sole discretion, terminate any PO or this Agreement at any time without cause by written Notice to the Contractor's Authorized Representative as listed below. Contractor may terminate a PO for material breach in accordance with Section 11 of Exhibit A.

7. COMPENSATION

Company agrees to pay Contractor for the complete and timely performance of the Work pursuant to all requirements contained in this Agreement in accordance with the amount specified in the PO for each specific section of the Work authorized, and in accordance with the terms and conditions as more fully set forth in Exhibit C Compensation. Compensation or rates as specified in Exhibit C shall remain in effect for the term of this agreement unless otherwise agreed therein by both parties. Any and all compensation changes agreed by both parties shall not be effective unless inserted into these Contract Documents by a properly executed Change Order.

8. INVOICES

Invoice should include the following: all supporting backup, including source invoices and Contract and Purchase Order numbers as issued. Invoices and corresponding documentation should be emailed to:

INVOICES TO THE COMPANY: Lauren Carter (lcarter4@citgo.com)

9. AUTHORIZED REPRESENTATIVES AND KEY PERSONNEL:

Company Authorized Procurement Representative: Libby Jaskar
(ejaskar@citgo.com)

Company Authorized Project Managers: Kate Robbins (krobbin@citgo.com),
Larry Elizondo (lelizon@citgo.com), Ray Fohr (rfohr@citgo.com), April Andrews
(aaltaza@citgo.com) and Beth Palmer (lpalme1@citgo.com)

Only the Company Authorized Procurement Representative has the authority to bind the Company unless such authority has been granted to another Company employee or representative and Contractor has been provided written notice. The Project Manager(s) has authority to execute additional projects as long as they do not materially impact cost or Scope of Work.

10. NOTICES

All Notices or other communications required or permitted by this Contract will be sufficiently given if in writing and mailed by registered or certified mail, return receipt requested, to the following addresses. Notice by email will be sufficient only upon confirmation of receipt.

TO THE COMPANY AS FOLLOWS:

CITGO Petroleum Corporation
1293 Eldridge Parkway
Houston, TX, 77077
Attn: Libby Jaskar

TO THE CONTRACTOR AS FOLLOWS:

Levick Strategic Communications
1900 M Street, NW
Washington DC 20036

or other address(es) as hereinafter furnished, in accordance with this Section 10. Notices shall be effective upon receipt at the designated address(es).

11. CONTRACT DOCUMENTS/ENTIRETY

This Agreement is intended by the parties to the final, complete and exclusive statement of the terms of the agreement. All prior agreements, negotiations and proposals, whether oral or written, pertaining to this Agreement, or any Purchase Order, are superseded and merged into this Agreement. Contractor shall be deemed to have accepted the terms and conditions set forth in this Agreement to the exclusion of any other offer, additional, different or modifying terms or conditions contained in any quotation, tender acknowledgement, confirmation, proposal, acceptance of order, communication or any other document which are hereby rejected. Each Exhibit set forth below and attached hereto is made a part of this Agreement as if set forth herein. (This is only a typical list, other exhibits may be attached as required.)

Exhibit A- General Terms and Conditions

Exhibit B-2 – Indemnity and Waiver

Exhibit C – Compensation

Exhibit D – Scope of Work

Exhibit G – Change Order Form

Herein, this Agreement and the foregoing documents are also jointly referred to as the “Contract Documents.”

12. ORDER OF PRECEDENCE

In the event of an irreconcilable conflict with terms and conditions of any Contract Document the order of precedence shall be as follows: Exhibit B-2, this Agreement and the other Contract Documents in the order in which they are listed above. A subsequent properly issued Change Order shall supersede these Contract Documents.

13. AMENDMENTS AND WAIVERS

All amendments, modifications, grants of authority or waivers of any Contract Documents, whether in whole or in part, must be made in writing pursuant to the Change Order procedures set forth in the Contract Document.

ACCEPTED AND AGREED BY:

CITGO Petroleum Corporation:

By: *Libby Jaskar*
533C3316FF31418...

Name: Libby Jaskar

Title: Corporate & Marketing Procurement Manager

Date: 2/16/18

Levick Strategic Communications:

By: *Richard S. Levick, Esq*
B12FC95E093A4B3...

Name: Richard S. Levick, Esq

Title: Chairman & CEO

Date: 2/16/2018

EXHIBIT A GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS:

1. These General Terms and Conditions are expressly limited to terms stated herein, and any additional or different terms proposed by Contractor or by CITGO are rejected unless expressly agreed to in writing signed by an authorized representative of Contractor and CITGO.

IF FOR GOODS, THE FOLLOWING WILL APPLY:

2. Unsatisfactory delivery schedule or service will be sufficient cause for cancellation of the Agreement at no expense to CITGO. All goods transportation charges exceeding \$500.00 must be shown separately on the invoice and must be supported by the original bill of lading and/or express bill attached to the invoice that includes shipping charges. Tax is not chargeable on transportation costs. No charge will be allowed for packaging and handling unless agreed upon in advance in writing.
3. Time allowed for payment shall run from the day of receipt at CITGO's designated accounts payable location, provided that the invoice conforms to CITGO's Purchase Order. Nonconforming invoices will be returned and, unless the invoice was returned as result of fault attributable to CITGO, time allowed for payment and the time allowed for discount will run from the date the proper invoice is received at CITGO's designated accounts payable location.
4. Do not substitute any Goods on the Order without authorization from CITGO. All Goods furnished must be as specified and will be subject to inspection and approval by CITGO after delivery. CITGO reserves the right (payment notwithstanding) to reject and return, at the risk and expense of Contractor, such portion of any shipment which may be defective or fails to comply with specifications without invalidating the remainder of the order.
5. Contractor warrants (a) that each and all of the Goods provided under this order are free from defects in design, workmanship, and materials for at least twelve (12) months after the Goods are delivered; (b) that unless otherwise specified in writing accepted by CITGO all Goods and the components thereof are new and have not been previously used (other than by Contractor in the manufacturing of the Goods); (c) that the Goods are for their ordinary intended purposes as specified herein; (d) that sale and use of each of the Goods herein described will not infringe any U.S. Patent rights of third parties; and (e) that all chemical substances sold or transferred under this Order to CITGO are not hazardous provided that a proper Material Safety Data Sheet and such other reasonably required documentation will be provided with any chemicals that may be hazardous.

IF FOR OFF-SITE WORK, THE FOLLOWING WILL APPLY:

6. All work must be completed to CITGO's satisfaction. Contractor understands that time is of the essence in performing the Work under this Agreement. If Contractor fails to perform, CITGO may, without prejudice to any other right or remedies it may have, immediately terminate this Agreement by giving written notice to Contractor. Contractor shall

immediately discontinue the Work in strict accordance with CITGO's instructions. CITGO may finish the Work by any method it deems expedient and any expenses involved with completing the Work may be charged to Contractor unless the Contractor in good faith disputes whether the work was in conformity with specifications for work as set forth herein.

7. Payment to Contractor shall not (a) constitute acceptance of the Work; (b) be evidence of satisfactory performance of the Work; or (c) relieve Contractor of any liability to CITGO that may arise under this Agreement.
8. CITGO shall have the right to inspect the Work and to ascertain in good faith whether the work is being performed or, has been completed, in conformity with all the requirements of this Agreement. Contractor shall promptly, and at no additional costs to CITGO, make such reasonable additions or alterations as may be necessary for the Work to meet CITGO's requirements.
9. Contractor warrants that the Work shall be free from defects in material or workmanship and Contractor shall replace and reinstall without cost to CITGO any material of manufactured equipment furnished by Contractor that shall become defective during twelve (12) months following CITGO's acceptance of the completed Work. Contractor shall obtain for CITGO the same guarantees from all vendors furnishing material or equipment for the Work and all of Contractor's subcontractors (if any) and such warranties and guarantees shall insure to the benefit of, and be enforceable by CITGO as well as by Contractor. Contractor also warrants that it has used sound engineering principles and practices in all the Work. Contractor will re-perform any deficient engineering at no cost to CITGO.

IF FOR SERVICES, THE FOLLOWING WILL APPLY:

The Contractor understands and accepts specifications, terms, conditions and instructions described in this contract and will request clarifications or instructions if needed.

1. The Parties acknowledge and agree that in performing their obligations under this Agreement, time is of the essence in performance of this Contract. Company shall provide in a timely manner reasonable, necessary feedback and materials reasonably requested by Contractor in order for Contractor to conduct the services. Contractor shall not be deemed in breach of this Agreement for Company's failure to timely provide the foregoing.
2. Payment to the Contractor shall not constitute acceptance of the Work or relieve the Contractor to liability to the Company that may arise under this Contract.
3. Unless a failure is substantially cured within thirty (30) days, if the Contractor fails to perform any of the material conditions of this Contract, the Company may, without prejudice to any other remedies it may have, immediately terminate this Contract by written notice to the Contractor and the Contractor shall discontinue the Work. The Company may finish the Work as it deems expedient and any reasonable internal expenses of completing the Work may be charged to the Contractor.
4. The Company shall have the right, within fifteen (15) business days ("Review Period"), to inspect the Work to ensure that performance is in compliance with all the requirements of this Contract. If the Company identifies any non-conformity with respect to the services within such Review Period, then, Contractor shall promptly, and for no additional costs to the Company, correct within ten (10) days any portion of the Work that does not comply with the Contract terms.

5. Except as otherwise set forth in this Agreement, the Contractor does not guarantee that the Work shall be free of defective materials and workmanship..
6. No items requiring payment of a fee or royalty to the Contract Price shall be installed in the Work without prior written consent of the Company.

THE FOLLOWING SHALL APPLY IN ALL MATTERS:

10. Unless otherwise provided herein or by law, Contractor shall procure all necessary permits and pay all sales, use, excise and other taxes, charges and contribution now or hereafter imposed on Contractor by Federal, State or local authorities, or with respect to or liability by, either the Goods furnished or Work performed hereunder, or the compensation paid to persons employed in connection with performance hereunder, and Contractor shall indemnify CITGO and hold CITGO harmless from and against any liability and expense by reason of Contractor's failure to procure or pay the same.
11. CITGO may cancel Work at any time and at its discretion provided that, in the event of such cancellation, CITGO shall pay to Contractor (a) the unpaid balance due Contractor for Goods delivered or Work performed and accepted by CITGO prior to the date of cancellation; (b) to the extent not covered by subsection (a), a reasonable amount for storage or depreciation of the Goods purchased by Contractor, when it is determined that such Goods cannot be sold and costs recovered by Contractor; and (c) all cancellation charges and administrative expenses reasonably incurred by Contractor in connection with stopping delivery or work in progress.
12. Either Party shall be excused from any failure to deliver or perform or for any delay in delivery or performance of the obligations assumed hereunder when and to the extent that such performance is delayed or prevented by any circumstances reasonably beyond their control including, but not limited to, acts of God, fire, explosion, work stoppages, strikes, labor disputes, shortages, civil disturbances, transportation failure, interruptions of power or communications, natural disasters, or any act or omission of any government authority.
13. Contractor agrees to comply with all material present and future laws, ordinances, rules and regulations, requirements, and orders of Federal, state or local government or regulatory authorities concerning the Goods or the Work and applicable to this Agreement including, but not limited to, all aspects of the Department of Transportation regulations 49 CFR Parts 40 and 199 enacted in 1990 and those related to equal employment and benefits.
14. This Agreement shall be binding on the Parties hereto, along with their successors and assigns. Neither Party shall assign any right or obligation arising under this Agreement without prior written approval of the other Party. It is the express intent of the Parties that the terms printed herein will control irrespective of any subsequently executed work order, receipt, purchase order or similar writing.
15. In performance of its obligations hereunder, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent or joint venture as between CITGO and Contractor. Contractor and its personnel shall have no right, and shall not attempt to enter into any contract, commitment, or agreement, or incur any debt or liability of any nature in the name, or on behalf of CITGO.

16. All drawings, specifications, and technical information provided by CITGO shall be treated as confidential. Contractor/Contractor agrees not to permit any such materials or information to be shown or disclosed to anyone other than those necessary in connection with performance by Contractor of its obligations hereunder or to use same for any purpose other than performance of the Work. Contractor further agrees to require a similar agreement on the part of any subcontractors to whom any drawings, specifications, or technical information are disclosed. No patented items requiring the payment of a fee or a royalty in addition to the Price shall be used in connection with the performance of this Agreement.
17. Audits:
 - a. Records. Contractor shall maintain complete and accurate Records (as defined herein) for at least two (2) year after final payment under this Agreement. Required Records include all documents and data reasonably necessary for the confirmation, in accordance with Generally Accepted Auditing Standards, of all Contractor reimbursable items and the disposition of any materials, tools, or equipment for the account of CITGO pertaining to the performance of the Work, claims, cost estimates and bid proposals, change orders or price adjustments under the Agreement. Records shall include but not be limited to: (a) [labor] payroll records, time sheets and qualification/classification of personnel (b) [materials] all invoices, purchase orders, delivery documents and receipts that evidence use of consumables, materials, tools, equipment, stock and inventory, (c) [third Party charges] paid invoices, cancelled checks and receipts for any other third Party charge such as subcontractors, materials and rentals, and (d) all records necessary to evidence compliance with Contractor's obligations under this Agreement or in accordance with laws and regulations.
 - b. Access. Upon request of CITGO, such Records and Contractor personnel shall be made available within a reasonable time period to CITGO, its employees, agents, representatives or designees during normal business hours at Contractor's office or at no cost or charge to CITGO. CITGO shall have the right to inspect, audit and reproduce such Records in order to verify Contractor's right to payment and compliance with the obligations set forth in the Agreement. No payment by CITGO or any audit, verification, or knowledge by CITGO shall constitute an acceptance of Contractor's practices, relieve CONTRACTOR of its obligations hereunder or act as a waiver. Nothing herein shall give CITGO the right to view any document or record that may be protected from disclosure by virtue of law, regulation, or contractual obligation.
 - c. Overcharges. In the event CITGO performs such audit and an overcharge to CITGO is discovered, Contractor shall immediately reimburse CITGO for the entire amount of such overcharge, plus interest on such overcharge at the maximum rate permitted by applicable law.
 - d. Miscellaneous. Contractor's obligations under this Article shall survive the termination of this Agreement or for such longer period as may be required by federal, state or local laws, rules and regulations.

18. Neither Party shall hire any employee or officer of the other Party while that employee or officer is employed by the other Party. Neither Party shall pay any salaries, commissions, fees, or make any payments or rebates to any employees or officer of the other Party, or to a designee of any such employee or officer, or for any employee or officer with gifts or entertainment of significant cost or value or with services or goods sold at less than full market value. Each Party's obligation as described in this paragraph shall be binding upon any subcontractors, sub-subcontractors and vendors providing goods or services under this Agreement. However, hiring an individual who responded to a public job advertisement shall not be deemed a violation of this provision.
19. The Parties agree that this Agreement shall be interpreted and construed in accordance with the internal laws of the state in which Goods are delivered or services performed, which is expected to be Texas
20. This Agreement represents the entire understanding between the Parties and cannot be modified by the submission or exchange of additional forms or writing unless there is an instrument in writing signed by the duly authorized representative of each Party accepting such form or writing. Neither the failure or delay on the part of either Party to exercise or enforce any right, remedy, power or privilege provided herein shall operate as a waiver.

EXHIBIT B INSURANCE & INDEMNITY

1. INSURANCE:

1.1 Contractor, at no charge to CITGO unless otherwise agreed in the Agreement, shall procure and maintain with reputable insurance companies, acceptable to CITGO, the insurance coverages set forth below during the performance of the Work and any extensions thereof. Contractor may not use self-insurance to provide any of the insurance coverages required by this Agreement without the prior, express written agreement of CITGO.

1.1.1 **Worker's Compensation and Occupational Disease Insurance** in compliance with the laws of all jurisdictions covering all persons at all times while employed or contracted by Contractor in any work to be performed under this Agreement; naming CITGO on the Alternate Employer Endorsement.

1.1.2 **Employer's Liability Insurance**, not less than \$1,000,000 Bodily Injury by Accident each Accident, \$1,000,000 Bodily Injury by Disease each Employee, \$1,000,000 Bodily Injury by Disease Policy Limit and endorsed to include CITGO as an Alternate Employer.

1.1.3 **Commercial General Liability Insurance** covering all services to be performed hereunder, including coverages for liability assumed in this Agreement and including coverage for explosion, collapse and underground property damage and severability of interests with limits of not less than \$5,000,000 combined single limit bodily injury and property damage per occurrence, Blanket Contractual Liability, Sudden and Accidental Pollution Liability, Non-Owned Watercraft coverage without restrictions as respects operations and contractual liability, "In Rem" endorsement, and removal of "care, custody and control/rented – occupied property" exclusion. If coverage is written on a "claims made" basis, then Contractor agrees to provide that subsequent renewals of the claims-made coverage maintain[ed] the same retroactive date as in effect at the inception of this Agreement, or in the event of the application of a latter retroactive date, Contractor agrees to purchase the claims-made policy's Extended Reporting Period option effective for two (2) full years after expiration of said policy. This policy shall be primary to any and all other valid and collectible insurance.

1.1.4 **Automobile Liability Insurance** including Contractual Liability covering all owned, non-owned, and hired motor vehicles used in connection with performance of the Work under this Agreement, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence. This policy shall be primary to any and all other valid and collectible insurance.

1.1.5 **"All Risk" Property Insurance** for the full value of all other property or equipment owned or rented by Contractor and used in conjunction with the Work under this Agreement, to include Replacement Cost Valuation and Co-Insurance waiver.

1.1.6 **"Umbrella" / Excess Liability Insurance** with limits of at least \$1,000,000 in excess of the combined single limit liability policy required by Section 1.1.3 of this Exhibit B of this Agreement.

1.2 CITGO, as defined in section 2.1 shall be named as an additional insured under paragraphs 1.1.3 and 1.1.4. Contractor warrants that its insurers shall provide the required additional insured coverage by including an additional insured endorsement in Contractor's policies that provides

coverage for CITGO's negligence, except sole, and that in no way limits or restricts such coverage.

1.2.1 Contractor shall register with CITGO via ISNetworld for pre-qualification regarding insurance and safety. CITGO will provide reasonable assistance to Contractor in the registration process. To initiate the registration process, visit www.citgo.com, select "Doing Business with CITGO" and select "Supplier Registration" which includes a registration checklist and the link for contact information (www.isnetworld.com). The ISNetworld contact phone number for registration is 214-303-4900.

1.2.2 The certificate holder on the certificate of insurance shall be:

CITGO Petroleum Corporation, CITGO Refining and Chemicals CITGO LP, PDV Midwest Refining LLC, CITGO Holding Terminals, LLC and their affiliates, subsidiaries, and parents.
and
RREF II Kenmore Lessor III, LLC, and Related Companies

Attn: GM Procurement Admin Asst.
PO Box 4689
Houston, TX 77210
Email: inscert@citgo.com

1.3 Insurance requirements are completely separate from the indemnity obligations described in paragraph 2 of this Exhibit B of this Agreement. Insurance limits required herein are minimum limits to be provided by Contractor and shall not limit the liabilities of the Contractor under the Agreement. Nothing herein shall be construed as CITGO being responsible for or indemnifying Contractor for its losses not covered under the insurance coverages listed herein. Contractor shall be solely responsible for determining whether the amounts and types of coverages, whether under the coverages listed herein, provided by CITGO or otherwise, are adequate to protect the interests of Contractor. Any type of insurance or any increase of limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

1.4 Upon receipt of a written request from CITGO, the Contractor shall furnish certificates evidencing such insurance is in full force and effect and providing ten (10) days' advance written notice to CITGO in the event of material change, non-renewal or cancellation. Receipt of any certificate of insurance by CITGO that does not meet the requirements set forth herein does not constitute a waiver of such requirements or acceptance of non-conforming certificates. Failure to provide evidence of such insurance can result in the Contractor or its subcontractors being removed from the site until proper coverage is verified.

1.5 Contractor shall require any and all of its subcontractors engaged by it in the performance of the Work to procure and to maintain in full force insurance equivalent to the insurance requirement of the Contractor under this Exhibit during the time that its subcontractor is engaged in performing the Work.

1.6 CITGO shall have the right, but not the duty to designate all attorneys retained by the Contractor or Contractor's insurance carrier for CITGO defense under these insurance requirements.

1.7 Contractor shall require that any insurer issuing a policy or otherwise providing coverage hereunder, including but not limited to Alternate Employer Endorsement or Additional Insured status

for CITGO, whether held or obtained by Contractor or its subcontractor and whether or not required by this Agreement, provide CITGO with thirty (30) day advance written notice of any material change in, cancellation of, or other non-renewal of coverage or of any intent to do so.

1.8 Contractor shall require that any insurer issuing a policy or otherwise providing coverage hereunder, whether held or obtained by Contractor or its subcontractor and whether or not required by this Agreement, expressly waive any right to subrogation against CITGO or recovery from any amount which CITGO may recover from Contractor or its subcontractor, or any other party, covered or uninsured, or which Contractor or its subcontractor may recover from any other party, covered or uninsured.

1.9 Whenever in the context of a particular claim, the anti-indemnity provisions of the Longshore and Harbor Workers Compensation Act, 33 USC §905(b), are or may be applicable, the Parties expressly agree and intend that the liability insurance provided and carried by the Contractor shall name and treat CITGO as an additional named insured, shall be primary with respect to any other insurance available to CITGO, and shall waive subrogation as to CITGO or any party to which CITGO is contractually or legally obligated to provide indemnity.

1.10 CITGO's insurance shall not operate to relieve Contractor or its subcontractors from the responsibility of carrying their own insurance to cover loss of their respective tools and equipment which will not become an integral part of or be consumed in performance of the Work. Contractor hereby releases CITGO from any and all liability for the loss for such tools and equipment. Such insurance carried by Contractor shall contain a clause waiving all rights to subrogation by the insurer or insurers as against CITGO.

2. INDEMNIFICATION:

2.1 Contractor agrees to unconditionally indemnify fully, hold harmless and defend, at Contractor's sole expense, CITGO, its parent, subsidiaries, joint owners and tenants, tenants-in-common, tenants-by-entirety, lessors, related entities, operators, joint ventures, partners and affiliates and its and their agents, officers, directors stockholders, employees, representatives, successors and assigns (herein collectively referred to as "CITGO") from and against all Liabilities and Damages (as defined in Section 2.2) incurred by CITGO, , and their respective subcontractors, including but not limited to all the employees of CITGO, , and their respective subcontractors, arising directly or indirectly out of or in any way connected with a) the negligent performance or non-performance of this Agreement or the Work or operations covered or contemplated by this Agreement, or otherwise wrongful acts or omissions of Contractor, Contractor's subcontractors, , subsidiaries, joint ventures, partners or affiliates and their respective agents, officers, directors, employees, representatives, successors and assigns and b) any allegation that work performed by Contractor infringes any third party's intellectual property rights. This indemnity does not extend to the sole negligence of CITGO or for any event giving rise to a CITGO indemnity obligation as set forth below. The obligations contained in this section shall survive the termination of the Agreement.

CITGO agrees to unconditionally indemnify fully, hold harmless and defend, at CITGO's sole expense, Contractor, its parent, subsidiaries, joint owners and tenants, tenants-in-common, tenants-by-entirety, lessors, related entities, operators, joint ventures, partners and affiliates and its and their agents, officers, directors stockholders, employees, representatives, successors and assigns (herein collectively referred to as "Contractor") from and against all Liabilities and Damages (as defined in Section 2.2) incurred by Contractor , and its respective subcontractors or third parties, including but not limited to all the employees of CITGO and its respective subcontractors, arising directly or

indirectly out of or in any way connected with a) any non-negligent act or omission of CONTRACTOR undertaken at the request of or with the approval of CITGO; b) any documents, information, or materials transmitted to Contractor by or on behalf of CITGO; or c) CITGO's negligence or willful misconduct. This indemnity does not extend to the sole negligence of Contractor or for any event giving rise to a Contractor indemnity obligation as set forth above. The obligations contained in this section shall survive the termination of the Agreement

2.2 The term "Liabilities and Damages" shall mean any and all (i) obligations, (ii) costs and liabilities, (iii) personal and bodily injuries of any person (including, but not limited to death), (iv) damages or loss to any real or personal property, whether owned by CITGO, Contractor, their respective subcontractors and/or any third party, including but not limited to (a) buildings, facilities, goods, tools and equipment (b) crude, feedstocks and products, (c) intellectual, confidential or proprietary, (v) damage, loss, contamination or adverse effects on the environment or natural resources, including but not limited to pollution and public and private nuisance, (vi) violation of governmental laws, regulations or orders (vii) penalties, (viii) actions, (ix) lawsuits, (x) claims, subpoenas, and demands, (xi) liens, (xii) losses, (xiii) settlements, (xiv) judgments, orders, directives, injunctions, decrees or awards of any federal, state, local or foreign court, arbitrator, administrative or governmental authority, bureau or agency and (xv) costs, expenses, interest and fees including, but not limited to, those incurred in enforcing this indemnity and/or mitigation of Liabilities and Damages (including, but not limited to, expenses related to attorneys investigators, accountants, consultants, expert witnesses, and arbitration or mediation) relating to the foregoing.

2.3 Consequential Damages. Neither Party nor their respective officers, directors, or employees shall be liable to the other in any action for consequential, special, indirect, or punitive damages, or for loss of profits, loss of product, loss of revenues, loss of productivity, or costs of contract extensions or delays whether in contract, tort, strict liability, equity, or by statute, even if such damages may be a result of negligence or fault attributed to the party exempted under this Section 23, except as otherwise expressly provided in this Contract.

EXHIBIT C COMPENSATION

1. CONTRACT PRICE

Contractor agrees to accept and the Company agrees to pay the Contract Price described in accordance with the following:

- a. Annual retainer totaling \$792,000 paid monthly at \$66,000 per month to include press release distribution, except for hard news deemed worthy of PRNewswire distribution. Out of pocket expenses for items such as video recording and production, website design, formatting and maintenance, photography and other related public relations materials and services are charged at cost plus industry standard 17% carrying cost. Monthly charge will vary depending on activity. Annual retainer amount will increase by 3% each year.
- b. All travel expenses will be reimbursed at actual cost and must be pre-approved by Company. The per diem allowance for hotel is \$200 + tax per person per night and the per diem allowance for food per person per day is \$75.00. Airfare will be reimbursed for coach fare and rental car charges will be reimbursed for a full size car.

2. INVOICES

- a. Payment will be made by wire transfer to the following account:
 - i) Beneficiary Bank: XXX
- b. Each invoice submitted to Company will substantially satisfy the following:
 - i) Refer to the Contract Number
 - ii) Provide an itemized statement of Work billed including a brief description of each line item
 - iii) Provide applicable rates or fees
 - iv) Provide all invoices from third party service providers
- c. Invoices will be submitted to the Company on or before the 10th day of each month for the services to be performed in the following month. If the 10th day of the month falls on a weekend, is a holiday or other day of national observance, the invoice will be submitted the next business day. The Company requires Contractor to provide support documentation for all materials and services.
- d. Payment will be due within thirty (30) days after the Contractor's invoice is received by the Company.
- e. The Company may review each invoice and may request explanations as reasonably required. Contractor will promptly provide requested information including all relevant information in reasonable clear detailed form. Company may withhold payment for portions of any invoice until it has had a reasonable opportunity to review and analyze the explanation provided by the Contractor provided that any such requests shall be made no later than 30 days after receipt of invoice.

3. WITHHOLDING PAYMENT

- a. The Company may withhold payment in the event any of the following occur:
 - i) Contractor is in material default under any terms or conditions of the Contract Documents.
 - ii) Reasonably indicated failure of the Contractor to timely pay all Contractor subcontractors, personnel, suppliers, vendors or material men

(hereinafter called "Suppliers").

- iii) Unresolved claims for damage to the Company or other Contractor.
- b. The Contractor may be required to certify that all Suppliers have been paid in full or to provide a bond or other assurance for payment as the Company may reasonably require as a prerequisite to payment of any invoice.
- c. Payment will not be construed as a waiver of the Company's right to demand refund of overpayments or the Contractor's right to be paid the full Contract Price.
- d. The Company may require the Contractor and any of its subcontractors to execute Addenda 1 or 2 as is appropriate (Copies of which are attached to this Exhibit) as precondition for any payment.

4. CHANGE ORDERS

- a. The Company may revise, increase or decrease the Scope of Work or increase or decrease the time for performance of the Work (hereinafter called "Changes") without invalidating the Contract with the mutual consent of the Contractor.
- b. No Changes shall be effective unless issued in writing with a Change Order signed by the Company's Authorized Representative and agreed to by the Contractor. The Contractor will not be entitled to additional compensation for costs and expenses connected with preparation of the Changes made prior to Change Order effective date. Contractor shall give the Company Notice of any Changes that it believes to require a Change Order within (10) business days after the Contractor becomes aware of the Change.
- c. Contractor will give the Company Notice within thirty (30) days after it receives a Change Order if it intends to assert a claim for equitable adjustment to the Contract Price not consistent with the terms of the Change Order.
- d. Failure of the Contractor to give Notice to the Company in accordance with Paragraphs 9c and 9d of Exhibit A-2, within the time specified shall constitute waiver of Contractor right to additional compensation in connection with any Change or Change Order.
- e. Contractor's Notice will reasonably describe the alleged Change or the Change Order, the effects on performance and schedule of the Work, delays or extensions of time required and any other impacts on the costs, expenses, delays or disruptions, including any cumulative costs or expenses, in sufficient detail and specifically to enable the Company to review and analyze the Contractor's claim in a timely manner.
- f. The Company shall not be liable to the Contractor in contract, tort, equity, or any other cause or form of action for costs, expenses, damages or losses of any kind or character connected with Changes or Change Orders except as provided above.
- g. A Change Order will describe desired changes in the Scope of the Work or changes in plans, schedules or time for performance of the

Work. Change Orders will provide all information reasonably required to inform an experienced, competent contractor of all increases or decreases in costs, expenses and time required to perform the Work as changed. If requested by Company, a Change Order may specify the applicable Contract Price adjustment and increase or decrease in time for performance of the Work or may request that the Contractor propose an adjustment to the Contract Price or increase or decrease in time for performance of the Work.

- h. Contractor will not suspend performance of the Work, including any Change Order Work in the event Contractor and Company are unable to agree on appropriate adjustment to the Contract Price or the time for performance of the Work, until the Parties have attempted to negotiate in good faith for an acceptable Change Order Price and adjustment to the Contract Schedule. Should no such agreement be reached within 30 days, Contractor may suspend performance or terminate this Agreement in its sole discretion.

EXHIBIT D SCOPE OF WORK

Contractor's service to the Company shall include services customarily performed by a public relations agency. Agency shall provide a well-crafted, aggressive, full-scale public relations effort that protects and promotes the CITGO brand. Contractor's efforts should be:

- Continuous and proactive;
- Relevant to target audiences;
- Agile and responsive to rapidly changing situations;
- Multi-tiered, from grassroots to national level; and
- Complementary with paid advertising campaign.

Specific activities include, but are not limited, to the following:

- 1) Develop messaging and plans related to potential PR/crisis issues that may affect the corporation (facilities, reputation) or CITGO brand. Should issues escalate to crisis where plans are executed and additional preparatory activities are required (e.g., crisis training, media training, table top exercises, vulnerability analysis, in-person stakeholder interviews, etc.), Company acknowledges and agrees that additional fees and expenses will be incurred above the monthly retainer set for the in Exhibit C, at an agreed upon project retainer fee to be billed against at Company's standard hourly rates.
- 2) Responding to corporate and trade media inquiries; on-site media relations support as needed.
- 3) Developing and executing corporate strategic public relations plans;
- 4) Placing positive information about CITGO and its Marketers and Retailers through various outlets, highlighting works in their local communities.
- 5) Complementing, amplifying and leveraging the paid advertising campaigns and promotional efforts.
- 6) Managing and/or assisting with events.
- 7) Providing strategic planning, counsel and account management services in the daily management and execution of the Client's communications efforts.
- 8) Writing, editing and distributing all requested communications. Client and agency will consult regularly on quantity, timing and subject matter of releases, with hard news distributed by a newswire service resulting in separate fees to CITGO, and soft news distributed directly to select news outlets as part of Company's services within this retainer agreement.
- 9) Generating at least 300 unique placements per calendar year as a result of agency efforts. Company will offer guidance on social media strategy needed to leverage and optimize media placements, while CITGO will create and post social media content executing the strategy as it sees fit.
- 10) Compiling monthly reports for Client.
- 11) Company will provide a daily media analysis.

EXHIBIT G CHANGE ORDER

Date:
Contractor Name:
Contractor Address:

ATTENTION:

Subject: Amendment to Contract Number via Change Order #

The parties entered into an agreement dated _____, number _____.
This Change Order is made in consideration of the mutual covenants and other
valuable consideration, the receipt and sufficiency of which acknowledged, and it is
agreed the subject Contract is hereby amended as follows:

Delete the following: (Exhibit____, Section____)

1. Full description of change

2. Full description of change

And replace/add the following: (Exhibit____, Section____)

1. Full description of change

2. Full description of change

The effective date of these changes shall be_____.

This Change Order shall supersede and replace the terms of the Contract
to the extent they are inconsistent. All other terms and requirements of the
original Contract and any other Change Order shall remain in full force and
effect. This Change Order and the Contract Documents are the entire
agreement on the amendments and there are no additional or oral
agreements.

The above stipulated changes shall only become effective upon the full
execution by both Parties in the space(s) designated below with an original
copy returned to the authorized CITGO representative below:

By:
Print Name:
Title:
Date:

Contractor Name: Levick Strategic Communications, LP

By:

Print Name: Richard S. Levick, Esq.

Title: Chairman & CEO

Date: 2/13/18

A handwritten signature in black ink, appearing to read "Richard S. Levick", written over the printed name.



CITGO Petroleum Corporation

P.O. Box 4689
Houston, TX 77210-4689

August 15, 2019

Levick Strategic Communications
Attention: Mr. Richard S. Levick, Esq.
1900 M Street, NW
Suite 400
Washington, DC 20036

Dear Mr. Levick:

Per the termination clause of contract #4600014054, this correspondence is to give 60 days written notice of CITGO Petroleum Corporation's intent to terminate our agreement with Levick Strategic Communications, LLC effective today.

We have enjoyed the relationship we have shared for many years and appreciate the hard work and professionalism of the Levick staff.

Sincerely,

Libby Jaskar

Libby Jaskar
Corporate & Marketing
Procurement Manager

Levick Strategic Communications, LF
 Registration No. 6642
 Attachment 1
 Response to Question 11

CITGO Petroleum Corporation

Date	FARA Registree	Contact Method (meeting, email, call, text, etc.)	Contact Name & Title/Affiliation	Subject matter
01/15/2019	Bryant Madden	Press Release	PR Newswire	Press release regarding client's marketer roundtable meetings
02/21/2019	Bryant Madden	Press Release	PR Newswire	Press release regarding client's sponsorship of Texas Oil & Gas Association event
02/22/2019	Bryant Madden	Press Release	PR Newswire	Press release regarding client's naming of board and officers
03/08/2019	Bryant Madden	Press Release	PR Newswire	Press release regarding client's children literacy campaign
03/21/2019	Bryant Madden	Press Release	PR Newswire	Press release regarding client's marketer roundtable meetings
03/28/2019	Bryant Madden	Press Release	PR Newswire	Press release announcing client's securing of long-term financing
03/29/2019	Bryant Madden	Press Release	PR Newswire	Press release announcing client's 2018 performance report
04/12/2019	Bryant Madden	Press Release	PR Newswire	Press release regarding client's sponsorship of Boston Marathon participants
04/29/2019	Bryant Madden	Press Release	PR Newswire	Press release about client being named Corporate Conservationist of the Year in 2018
05/06/2019	Bryant Madden	Press Release	PR Newswire	Press release regarding client's sponsorship of STEM Education event
05/10/2019	Bryant Madden	Press Release	PR Newswire	Press release regarding client's sponsorships of oceanic exploration
05/14/2019	Bryant Madden	Press Release	PR Newswire	Press release regarding client's fundraising for Muscular Dystrophy Association
07/16/2019	Bryant Madden	Press Release	PR Newswire	Press release regarding client's proposed refinancing
07/18/2019	Bryant Madden	Press Release	PR Newswire	Press release regarding client's proposed private offering
07/24/2019	Bryant Madden	Press Release	PR Newswire	Press release regarding client's proposed private offering
07/25/2019	Bryant Madden	Press Release	PR Newswire	Press release regarding client's symposium on Venezuelan Health Crisis
08/01/2019	Bryant Madden	Press Release	PR Newswire	Press release regarding client's debt refinancing
08/14/2019	Bryant Madden	Press Release	PR Newswire	Press release announcing client's new CEO
09/05/2019	Bryant Madden	Press Release	PR Newswire	Press release regarding client's positive rating developments

Levick Strategic Communications, LP
Registration No. 6642
Attachment 2
Response to Question 12

RECEIPTS:

CITGO Petroleum Corporation

Receipt Date	From Whom	Purpose	Amount
03/11/19	CITGO Petroleum Corporation	Public Relations Services	208,333.00
03/11/19	CITGO Petroleum Corporation	Public Relations Services	208,333.00
03/11/19	CITGO Petroleum Corporation	Expenses	1,738.94
03/11/19	CITGO Petroleum Corporation	Expenses	762.29
03/12/19	CITGO Petroleum Corporation	Public Relations Services	10,000.00
03/12/19	CITGO Petroleum Corporation	Public Relations Services	66,000.00
03/12/19	CITGO Petroleum Corporation	Public Relations Services	10,000.00
03/15/19	CITGO Petroleum Corporation	Public Relations Services	67,980.00
04/08/19	CITGO Petroleum Corporation	Public Relations Services	10,000.00
04/08/19	CITGO Petroleum Corporation	Public Relations Services	67,980.00
04/26/19	CITGO Petroleum Corporation	Expenses	9,791.47
05/07/19	CITGO Petroleum Corporation	Expenses	4,508.96
05/09/19	CITGO Petroleum Corporation	Public Relations Services	10,000.00
05/09/19	CITGO Petroleum Corporation	Public Relations Services	67,980.00
05/16/19	CITGO Petroleum Corporation	Expenses	3,102.09
05/16/19	CITGO Petroleum Corporation	Expenses	5,774.20
06/07/19	CITGO Petroleum Corporation	Public Relations Services	67,980.00
06/10/19	CITGO Petroleum Corporation	Public Relations Services	10,000.00
06/25/19	CITGO Petroleum Corporation	Expenses	4,092.66
07/09/19	CITGO Petroleum Corporation	Public Relations Services	10,000.00
07/09/19	CITGO Petroleum Corporation	Public Relations Services	67,980.00
07/22/19	CITGO Petroleum Corporation	Expenses	4,111.61
08/09/19	CITGO Petroleum Corporation	Public Relations Services	10,000.00
08/09/19	CITGO Petroleum Corporation	Expenses	6,501.74
08/09/19	CITGO Petroleum Corporation	Public Relations Services	67,980.00
09/13/19	CITGO Petroleum Corporation	Public Relations Services	10,000.00
09/13/19	CITGO Petroleum Corporation	Expenses	1,440.38
09/13/19	CITGO Petroleum Corporation	Public Relations Services	67,980.00
10/18/19	CITGO Petroleum Corporation	Expenses	720.19
10/25/19	CITGO Petroleum Corporation	Public Relations Services	5,000.00
10/25/19	CITGO Petroleum Corporation	Public Relations Services	33,990.00
Total			1,120,060.53

Levick Strategic Communications, LP
Registration No. 6642
Attachment 3
Response to Question 13

DISBURSEMENTS

CITGO Petroleum Corporation

Date	Purpose	To Whom	Amount
02/21/19	Advertising & News Distribution	PR Newswire	1,222.59
02/22/19	Advertising & News Distribution	PR Newswire	3,082.89
02/25/19	Travel Airfare	Expedia	396.62
02/25/19	Travel Airfare	Expedia	1,249.60
02/25/19	Travel Airfare	Expedia	188.00
03/08/19	Advertising & News Distribution	PR Newswire	1,429.28
03/11/19	Ground Transportation	Taxi Vendor	104.38
03/11/19	Travel Meals	Hudson News	15.34
03/12/19	Travel Meals	Pappadeux	97.57
03/12/19	Travel Meals	CITGO Cafe	9.21
03/12/19	Ground Transportation	Lyft	18.48
03/13/19	Travel Meals	CITGO Cafe	13.61
03/13/19	Travel Meals	DoorDash	46.25
03/14/19	Ground Transportation	Lyft	21.13
03/14/19	Travel Meals	CITGO Cafe	12.18
03/14/19	Travel Meals	Staybridge	5.41
03/15/19	Ground Transportation	Taxi Vendor	18.38
03/15/19	Ground Transportation	Lyft	40.69
03/21/19	Advertising & News Distribution	PR Newswire	862.59
03/25/19	Travel Lodging	Expedia	452.80
03/25/19	Travel Airfare	Travel Guard Group	76.35
03/25/19	Travel Airfare	United Airlines	93.00
03/25/19	Travel Airfare	United Airlines	124.00
03/25/19	Travel Airfare	United Airlines	957.60
03/28/19	Advertising & News Distribution	PR Newswire	862.59
03/29/19	Advertising & News Distribution	PR Newswire	862.59
04/12/19	Advertising & News Distribution	PR Newswire	1,429.29
04/16/19	Ground Transportation	Lyft	20.26
04/16/19	Travel Meals	Black Gold	81.20
04/16/19	Data Communications	Gogo	10.99
04/16/19	Travel Meals	Starbucks	4.61
04/16/19	Ground Transportation	Taxi Vendor	106.15
04/17/19	Travel Meals	Kuu	183.72
04/17/19	Ground Transportation	Lyft	7.67
04/17/19	Ground Transportation	Lyft	6.91
04/17/19	Ground Transportation	Lyft	7.93
04/17/19	Travel Meals	Morsels	5.68

04/18/19	Ground Transportation	Lyft	10.01
04/18/19	Ground Transportation	Lyft	10.39
04/18/19	Travel Meals	CITGO Cafe	1.18
04/18/19	Travel Meals	Chick Fil A	9.16
04/18/19	Travel Airfare	United Airlines	176.00
04/18/19	Ground Transportation	Taxi Vendor	28.43
04/19/19	Ground Transportation	Lyft	43.99
04/25/19	Travel Lodging	Expedia	309.36
04/25/19	Travel Airfare	Travel Guard Group	126.85
04/25/19	Travel Airfare	United Airlines	1,849.60
04/25/19	Travel Airfare	United Airlines	102.00
04/29/19	Advertising & News Distribution	PR Newswire	1,842.68
05/06/19	Advertising & News Distribution	PR Newswire	1,635.98
05/10/19	Advertising & News Distribution	PR Newswire	1,842.69
05/14/19	Advertising & News Distribution	PR Newswire	1,635.99
05/25/19	Travel Lodging	Expedia	443.24
05/25/19	Travel Lodging	Expedia	330.22
05/25/19	Travel Airfare	Travel Guard Group	42.09
05/25/19	Travel Airfare	Travel Guard Group	40.34
05/25/19	Travel Airfare	United Airlines	582.60
05/25/19	Travel Airfare	United Airlines	609.60
05/25/19	Travel Airfare	United Airlines	19.00
05/25/19	Travel Airfare	United Airlines	19.00
05/25/19	Travel Airfare	United Airlines	19.00
05/25/19	Travel Airfare	United Airlines	19.00
05/25/19	Travel Lodging	Expedia	148.18
05/25/19	Travel Airfare	United Airlines	200.00
05/25/19	Travel Airfare	United Airlines	89.00
05/25/19	Travel Airfare	United Airlines	79.00
05/25/19	Travel Airfare	United Airlines	321.00
05/25/19	Travel Airfare	United Airlines	(19.00)
05/25/19	Travel Airfare	United Airlines	(19.00)
05/28/19	Data Communications	United Airlines	13.99
05/28/19	Travel Meals	Texas Newstand	6.34
05/28/19	Ground Transportation	Taxi Vendor	115.00
05/29/19	Travel Meals	CITGO Cafe	9.06
05/29/19	Ground Transportation	Lyft	6.59
05/29/19	Travel Meals	CITGO Cafe	1.94
05/29/19	Ground Transportation	Lyft	16.17
05/29/19	Travel Meals	Cava	15.56
05/30/19	Ground Transportation	Lyft	7.57
05/30/19	Ground Transportation	Lyft	6.98
05/30/19	Travel Meals	CITGO Cafe	1.94
05/30/19	Travel Meals	CITGO Cafe	4.74
05/31/19	Ground Transportation	Lyft	6.69
05/31/19	Ground Transportation	Lyft	7.74

05/31/19	Travel Meals	CITGO Cafe	9.28
05/31/19	Travel Meals	Texas-Orleans Restaur	67.60
05/31/19	Data Communications	United Airlines	15.99
05/31/19	Travel Meals	Omni Hotel	219.31
06/01/19	Data Communications	United Airlines	18.00
06/01/19	Travel Meals	Omni Hotel	5.20
06/01/19	Ground Transportation	Lyft	41.77
06/01/19	Travel Meals	Pala	16.41
06/03/19	Ground Transportation	Taxi Vendor	23.96
06/04/19	Ground Transportation	Lyft	16.01
06/04/19	Ground Transportation	Taxi Vendor	40.00
06/04/19	Ground Transportation	Taxi Vendor	70.00
06/04/19	Ground Transportation	Lyft	6.39
06/04/19	Travel Meals	Potbelly	12.26
06/05/19	Travel Meals	CITGO Cafe	12.97
06/05/19	Travel Meals	Omni Hotel	4.33
06/05/19	Ground Transportation	Lyft	7.93
06/05/19	Ground Transportation	Lyft	8.56
06/06/19	Data Communications	Gogo	14.06
06/06/19	Data Communications	United Airlines	18.00
06/06/19	Ground Transportation	UVC Taxi	28.78
06/06/19	Travel Meals	Omni Hotel	242.42
06/06/19	Ground Transportation	Lyft	7.86
06/06/19	Travel Meals	Omni Hotel	5.87
06/06/19	Ground Transportation	Lyft	7.15
06/06/19	Ground Transportation	Lyft	7.72
06/06/19	Ground Transportation	Lyft	40.20
07/16/19	Advertising & News Distribution	PR Newswire	1,275.99
07/18/19	Advertising & News Distribution	PR Newswire	1,482.69
07/24/19	Advertising & News Distribution	PR Newswire	1,383.83
07/25/19	Advertising & News Distribution	PR Newswire	1,383.83
08/01/19	Advertising & News Distribution	PR Newswire	612.15
08/14/19	Advertising & News Distribution	PR Newswire	612.15
09/05/19	Advertising & News Distribution	PR Newswire	612.15
Total			35,226.24